

Basic Licensing Agreement

Licensee – Concessionary Agreement(s) for Retail, Food and Morale Support Service Operations at the U.S. Consulate General, Basrah, Iraq, (dated: 4/22/2013)

1. **ORGANIZATION:** United States Consulate General, Basrah, Iraq, hereinafter referred to as “the ConGen”.
2. **SITE LOCATION:** In the “Mall” area on the grounds of the U.S. Consulate General, Basrah across from the D-FAC, or other site as determined in negotiations.
3. **POINT OF CONTACT (POC):** **Lawrence Blackburn, General Service Officer.**
4. **PERIOD OF PERFORMANCE:** Phased in during summer 2013, with annual renewal options. Proposed start date is June 2013.
5. **SCOPE OF WORK:**

Except as provided by the ConGen, the licensee shall provide personnel, materials and expertise necessary for the quality performance of the services described in this agreement. The licensee may choose to provide overall management with one or more subcontracted providers, subject to ConGen approval, and with the provision that the ConGen will not be liable for additional payments or expenses. The licensee shall provide retail and food service operations at the ConGen Compound for a range of services and products. We anticipate that services may be phased in over a period of two to four months, starting in June, 2013. Potential services include:

 - Retail Store/Commissary to begin on or about *August 1, 2013* to coordinate with the closing of the current AAFES store.
 - Coffee /snack/sandwich shop around July, 2013.
 - Restaurant, level of service undetermined, August, 2013
 - Tailor, electronics, misc. sundry stores.
 - Men’s Barber/Women’s Hair Salon.
6. **BACKGROUND:** The ConGen sits on a large, walled compound outside of Basrah. Between 900 and 1,100 people live and work on the compound, and another 300-400 people are day workers who live elsewhere. Existing major contracts for Operations, Maintenance, Support and Life Support services handle the bulk of daily operations, while this Licensing Agreement is for most of the remaining needs of the Consulate community. **All outside vendors, licensees, contractors etc. must first meet all security and medical requirements before any final agreements can be reached.**

7. **SPECIFIC TASK DESCRIPTION:** Except as otherwise provided, the contractor shall furnish personnel, materials and expertise necessary for the performance of the tasks described by the terms of this license.

A. Retail Store

The Licensee may be requested to install and operate a retail store facility to take the place of the currently operating PX, which is slated for closing sometime after July 31, 2013. All operations will be planned and implemented to minimize business interruptions. Because of the duty free implications, American Embassy Baghdad will determine whether or not this service should be included.

1. Provide a basic stock assortment of essential or “must have” American or American-style items, generally defined as a focused selection of high-quality merchandise that meet day-to-day needs of those living and working at the Basrah ConGen.
2. This shall include, but is not limited to, tobacco, alcoholic and non-alcoholic beverages, non-perishable and frozen grocery and snack foods, health and beauty products, cleaning supplies, stationery, batteries, linens, magazines, consumer electronics and fundamental articles of clothing such as athletic shoes, work boots, socks etc. The contractor needs to provide items based on customer population and needs.
3. Several stand-up type display refrigerators and freezers are provided along with open chest type refrigerators and freezers. There are also several 40’ refrigerated shipping containers and 40’ dry shipping containers for storage.
4. The Contractor shall endeavor to provide a supply of quality “logo” and “souvenir” items, such as baseball caps, Tee-shirts, coffee mugs, rugs, metal and wood works, assorted clothing, flags, and other assorted products that reflect a local Iraq identity and are approved by the Consulate.

B. Coffee Shop

The Licensee shall install and operate a coffee and snack shop in a convenient location as determined by the ConGen, and provide equipment and facilities to brew various coffees and teas, as well as an assortment of cold, non-alcoholic beverages, snacks and desserts. Contractor shall maintain a microwave oven to be able to heat snacks when appropriate, and coolers and freezers to maintain cold beverages and frozen snacks. Contractor shall hire appropriate wait/service staff. ConGen health/safety officers will make monthly inspections.

C. Restaurant

The Licensee shall install and operate a restaurant in a convenient location as determined by the ConGen. Contractor shall provide all necessary and appropriate cooking and baking appliances and utensils plus hire a necessary compliment of wait, cooking and serving staff in order to deliver a satisfying dining experience. Wine and beer will also be made available to go with ordered meals. ConGen health and safety officers will make monthly inspections. Suggested food items could include pizza, Shwarma and other local offerings not otherwise available.

Prospective licensees will be expected to offer concepts, themes, menus, price lists, etc. in order to help the ConGen to decide.

D. Tailor Shop

Licensee must provide tailor services to the Consulate Compound, including all necessary supplies, equipment and material for making men's and women's apparel.

E. Male Barber /Female Hair Salon

Licensee should provide hair cutting and styling services for male and female customers on the compound. The services may include shampooing, manicures, massages, etc. related to the services.

Other suggestions for possible services for the community may be suggested by the licensee.

9. HOURS OF OPERATION

<u>Facility</u>	<u>Hours of Operation</u>
Retail Store	7 days a week, 0900 - 2000
Coffee Shop	7 days a week, 0730 2200 Sunday-Thur 0900-2200 Friday-Saturday
Restaurant	7 days a week, 0730 – 2100 Sun-Thur 0900 – 2200 Fri-Sat

10. GOVERNMENT RESPONSIBILITIES are carried out through the Management Office of the United States Consulate General. The ConGen:

- a. Will provide adequate, if available, retail, concession and other space, including office space and storage space for both stock and shipping containers, as determined by both parties. Each space will have adequate fire protection (including extinguishers and sprinkler/alarm systems, as required), and security protection (including physical security of buildings such as alarm systems and security bars).
- b. Will provide adequate power and outlets for concessions to operate their businesses.

- c. Will validate and review the proposed stock assortment for all retail stores.
- d. Will provide concession employees' access to the ConGen compound as necessary and determined by all parties to this agreement. This will include the provision of appropriate access badges after satisfactory completion of the appropriate security checks.
- e. Will not provide any life support, housing, independent security coverage or employees for Iraqi employees.
- f. At the sole discretion of the ConGen, facilities may be closed for certain local holidays. Generally, shops will stay open for American-observed holidays.

11. LICENCEE'S RESPONSIBILITIES: The Licensee:

- a. Shall be solely responsible for the funding and payment of all salaries, fringe benefits, social welfare and social security charges, workers' compensation insurance, bonuses, legal holidays, approved overtime, annual leave, sick leave, and any other charge of whatever nature related to the performance of services required under this contract. The contractor shall furnish the ConGen Management, upon its request, evidence sufficient to verify fulfillment of such obligations.
- b. Assumes liability for any and all personal injuries and/or property damage suffered due to the negligence of the contractor's employees in the performance of the services required under this contract. The USG or AEBEA will not be responsible for any liability, injuries, and losses etc. that are the result of actions taken by the contractor or employees.
- c. Will comply with any local law or decree that requires one or both parties to this contract to register it with the designated authorities to ensure compliance with such law or decree. The entire burden for such registration shall rest with the contractor. Any local or other taxes which may be assessed against this contract shall be payable by the contractor. The contractor shall maintain and record relevant documentation of compliance with local law and payments to local authorities.
- d. Shall not be entitled, nor its employees, to the use of the cafeteria, or "grab and go" snack stations, without the expressed written permission of the Management Officer. A general exception will be made when contractor personnel are invited to attend necessary meetings that occur during lunch hours.
- e. Shall be responsible for obtaining the necessary Government of Iraq identification cards, visas, or other documentation in order to facilitate contract personnel movements.

12. REPLACEMENT PERSONNEL: Must be pre-approved through Post's security vetting process.

13. SECURITY CLEARANCE: The Licensee will provide to the Management Officer's representative a list containing the names and pictures of the supervisors, technicians and laborers required to execute the contract prior to beginning any and all work. All persons must pass all security checks in order to gain access to any locations and facilities. Failure to obtain a security clearance will negate that individual's ability to

work anywhere on U.S. ConGen property.

- 14. FIXED FEE AND CHARGES:** Charges for personal services such as barber and beauty salon, catering, etc. will be negotiated and agreed upon with the Management Officer prior to commencing with the contract or those services. Any subsequent price changes will be approved, in advance, by the Management Officer.
- 15. POINT OF CONTACT:** The point of contact for this RFP the General Services Officer (GSO), at blackburnls@state.gov.
- 16. SITE VISIT:** A walk-thru of the facilities may be conducted by appointment from April 20, 2013 and May 20, 2013 between the hours of 8 AM and 4 PM at the U.S. Consulate General. Those wishing to tour should send an e-mail to blackburnls@state.gov. Requirements for access to touring the ConGen compound for a tour relating to this RFP will be provided.
- 17. ATTACHMENTS: (To be given to potential vendors)**
- i. Attachment 1 – Sample Licensing Agreement
 - ii. Attachment 2 – Sample Photos of Locations / Equipment
 - iii. Attachment 3 – Table of square meters of usable areas of available facilities
- 18. QUESTIONS:** Any questions concerning this RFP must be submitted in writing to the point of contact listed in 15 above. The questions and appropriate answers will be distributed within two business days of their receipt to all interested parties.
- 19. PROPOSAL SUBMISSION:** All responses and submittals for this RFP (request for proposal) must be submitted to Lawrence S. Blackburn by 12 noon Basrah time on May 15, 2013. Prospective companies must include the following items for final submission:
- a. Reference to this request for proposal
 - b. List of company qualifications
 - c. List of relevant clients within Iraq, or worldwide
 - d. Current client references
 - e. Proposal broken down by individual line item
 - f. Detailed description of services and products proposed
 - g. Express ability to meet or exceed these proposed time lines
 - h. Express ability to meet all of the insurance, registration, and access requirements
- 20. OTHER:** All electrical appliances (coffee pots, irons, etc.) must be of the automatic shut-off types. Consulate safety officer can require the vendor to remove item he/she deems unsafe. Management reserves the right to request a percentage of profits is donated to the employee association.